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 5 Los Angeles, California 90017
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8 Attorneys for Defendant
 9 KOBE STEEL, LTD.

10 Priority
 11 Send
 12 Clsd
 13 Enter
 14 JS-5/JS-6
 15 JS-2/JS-3

16 FILED
 17 CLERK, U.S. DISTRICT COURT
 18 SEP - 1 2005
 19 CENTRAL DISTRICT OF CALIFORNIA
 20 BY DEPUTY

21 ENTERED
 22 CLERK, U.S. DISTRICT COURT
 23 SEP - 1 2005
 24 CENTRAL DISTRICT OF CALIFORNIA
 25 BY DEPUTY

LODGED

26 2005 AUG 30 PM 2: 52
 27 FEDERAL DISTRICT COURT
 28 CENTRAL DISTRICT OF CALIFORNIA
 LOS ANGELES
 BY
 MM

29 UNITED STATES DISTRICT COURT
 30 CENTRAL DISTRICT OF CALIFORNIA

31 DAVID LAMBERT, Case No. CV03-6211 NM (AJWx)
 32 Plaintiff,

33 v. STIPULATION AND [PROPOSED]

34 KOBE STEEL USA, INC., KOBE ORDER OF DISMISSAL
 35 STEEL, LTD., and DOES 1 through 10,
 Inclusive,

36 Defendants. [F.R.C.P. 41(a)(1)]

37 IT IS HEREBY STIPULATED AND AGREED by the parties hereto and their
 38 attorneys of record herein that this case is fully settled and that the following terms and
 39 conditions will be enforceable by the Entry of Judgment on failure to comply with the
 40 terms and conditions set forth herein:

41 (1) Defendant, KOBE STEEL, LTD. (hereinafter "KOBE STEEL") shall pay
 42 Plaintiff, DAVID LAMBERT, the sum of Eight Hundred and Seventy Five
 43 Thousand Dollars Even (\$875,000.00), or a portion of which may be in the form
 44 of a structured settlement, as payment in full of all of his claims arising from the
 45 events described in the Complaint. Payment shall be made on or before August
 46 11, 2005, or within 30 days after receipt of executed releases.

47 /// THIS CONSTITUTES NOTICE OF ENTRY
 48 AS REQUIRED BY FRCP, RULE 77(d)

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1 Each party agrees to perform all acts and execute and deliver all documents
2 necessary to carry out the purposes and intent of this Stipulation for Settlement.

3 Defendant, KOBE STEEL, agrees to prepare a Release, Dismissal and
4 Confidentiality Agreement.

5 Plaintiff, DAVID LAMBERT, agrees to sign said Release, Dismissal,
6 confidentiality agreement and assume responsibility for all liens related to the
7 instant litigation.

- 8 (2) The Plaintiff, DAVID LAMBERT, agrees to accept said sum with the knowledge
9 that he will be barred from any additional claims against the Defendant, KOBE
10 STEEL. Plaintiff agrees to execute a written Release of all claims, known and
11 unknown, against Defendant and waives California *Civil Code* §1542.
- 12 (3) Each party will bear their own costs and attorneys' fees.
- 13 (4) The parties are aware if they stipulate, in writing, for settlement of the case, or part
14 thereof, the Court, upon Motion, may enter Judgment pursuant to the terms of the
15 settlement. The parties agree that, on failure to comply with the terms of
16 settlement, Plaintiff may apply, *ex parte*, for an entry of Judgment on 48 hours
17 notice to Defendant's counsel.
- 18 (5) The parties agree that this Stipulation is admissible, or subject to disclosure.
- 19 (6) The parties further stipulate and agree that this Stipulation is enforceable and
20 binding upon the parties to it.
- 21 (7) Counsel for Plaintiff will move to have future dates of trial, status conference, etc.
22 advanced and vacated.
- 23 (8) Counsel for the Defendant will file a Dismissal, with prejudice, of the entire
24 action.

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28 ///

1 **PRIOR TO THE EXECUTION/SIGNING OF THIS STIPULATION, EACH**
2 **PARTY TO IT SHOULD HAVE IT INDEPENDENTLY REVIEWED BY THEIR**
3 **OWN ATTORNEY BEFORE THEY SIGN/EXECUTE THIS STIPULATION.**

5 DATED: August , 2005

ROSE, KLEIN & MARIAS LLP

7 By:

8 BARRY I. GOLDMAN
9 DENNIS J. SHERWIN
10 ROBERT A. SANDERS
11 ROSA ELENA SAHAGAN
12 Attorneys for Plaintiff,
13 DAVID LAMBERTE

14 DATED: August 29, 2005

15 SHAW, TERHAR & LaMONTAGNE LLP

16 By:

17 JOHN W. SHAW
18 LANE J. LOPEZ
19 Attorneys for Defendant,
20 KOBE STEEL, LTD.

21 IT IS SO ORDERED

22 DATED: 9/1/05

23 By:

24 THE HON. NORA M. MANELLA
25 Judge of the United States District Court,
26 Central District of California

1 PRIOR TO THE EXECUTION/SIGNING OF THIS STIPULATION, EACH
2 PARTY TO IT SHOULD HAVE IT INDEPENDENTLY REVIEWED BY THEIR
3 OWN ATTORNEY BEFORE THEY SIGN/EXECUTE THIS STIPULATION.

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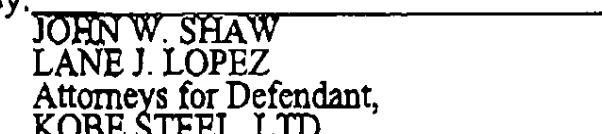
5 DATED: August 2, 2005

6 ROSE, KLEIN & MARIAS LLP

7 By: 
8 BARRY I. GOLDMAN
9 DENNIS J. SHERWIN
10 ROBERT A. SANDERS
11 ROSA ELENA SAHAGAN
12 Attorneys for Plaintiff,
13 DAVID LAMBERTE

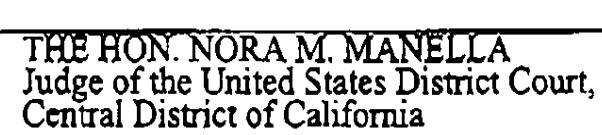
14 DATED: August , 2005

15 SHAW, TERHAR & LaMONTAGNE LLP

16 By: 
17 JOHN W. SHAW
18 LANE J. LOPEZ
19 Attorneys for Defendant,
20 KOBE STEEL, LTD.

21 IT IS SO ORDERED

22 DATED: _____

23 By: 
24 THE HON. NORA M. MANELLA
25 Judge of the United States District Court,
26 Central District of California

PROOF OF SERVICE
Lamberte v. Kobe Steel USA, INC.
CV03-6211 NM (AJWx)

SCOTT

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and am not a party to the within action. My business address is **Shaw, Terhar & LaMontagne LLP, 707 Wilshire Boulevard, Suite 3060, Los Angeles, California 90017**. On August 29, 2005, I caused the foregoing document(s) described as **STIPULATION AND [PROPOSED] ORDER OF DISMISSAL** to be served on the interested parties in this action as follows:

- by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED SERVICE LIST

- BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after date of deposit for mailing in the affidavit.
 - BY OVERNIGHT COURIER:** I caused such envelope to be placed for collection and delivery on this date in accordance with standard _____ delivery procedures.
 - BY FAX:** In addition to service by mail, I transmitted a copy of the foregoing document(s) this date via telecopier to the facsimile numbers shown above.
 - BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the offices of the addressees.
 - [State] I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 - [Federal] I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 29, 2005, at Los Angeles, California.

Marianne Gadhia

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Lamberte v. Kobe Steel
CV03-6211 NM (AJWx)

SEARCHED
SERIALIZED
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FILED

SERVICE LIST

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Rosa A. Sahagun, Esq. Fax: (213) 623-7755
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